

HOUSE BILL 1945

By Daniel

AN ACT to amend Tennessee Code Annotated, Title 62  
and Title 63, relative to professional licenses.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 62, Chapter 1, Part 1, is amended by  
adding the following as a new section:

(a) The certification requirements of this chapter do not apply when a person,  
acting as a customer, enters into a written agreement with a person to perform work that  
is governed by this chapter, and the written agreement waives:

(1) The certification required by this chapter; and

(2) Any liability action the customer may acquire against the person  
performing work that is governed by this chapter, except for an action brought for  
intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work  
commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not certified under this  
chapter; and

(2) The customer releases the person performing the work from all  
liability that may arise from the person's performance of the work, except for an  
action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either  
party to the written agreement when the party is injured from the actions deriving from  
the written agreement.

SECTION 2. Tennessee Code Annotated, Title 62, Chapter 2, Part 1, is amended by adding the following as a new section:

(a) The registration requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The registration required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not registered under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 3. Tennessee Code Annotated, Title 62, Chapter 3, is amended by adding the following as a new section:

(a) The certification requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The certification required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not certified under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 4. Tennessee Code Annotated, Title 62, Chapter 4, is amended by adding the following as a new section:

(a) The licensure requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The license required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 5. Tennessee Code Annotated, Title 62, Chapter 5, Part 3, is amended by adding the following as a new section:

(a) The licensure requirements of this part do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The license required by this part; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this part; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 6. Tennessee Code Annotated, Title 62, Chapter 6, Part 1, is amended by adding the following as a new section:

(a) The licensure requirements of this part do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this part, and the written agreement waives:

(1) The license required by this part; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this part, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this part; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 7. Tennessee Code Annotated, Title 62, Chapter 6, Part 3, is amended by adding the following as a new section:

(a) The licensure requirements of this part do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this part, and the written agreement waives:

(1) The license required by this part; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this part, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this part; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 8. Tennessee Code Annotated, Title 62, Chapter 6, Part 4, is amended by adding the following as a new section:

(a) The licensure requirements of this part do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this part, and the written agreement waives:

(1) The license required by this part; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this part, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this part; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 9. Tennessee Code Annotated, Title 62, Chapter 6, Part 5, is amended by adding the following as a new section:

(a) The licensure requirements of this part do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this part, and the written agreement waives:

(1) The license required by this part; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this part, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this part;  
and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 10. Tennessee Code Annotated, Section 62-6-502(a), is amended by deleting the last sentence of the subsection.

SECTION 11. Tennessee Code Annotated, Title 62, Chapter 11, is amended by adding the following as a new section:

(a) The registration and licensure requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The registration or license required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.



(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not registered or licensed under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 12. Tennessee Code Annotated, Title 62, Chapter 13, Part 3, is amended by adding the following as a new section:

(a) The licensure requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The license required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 13. Tennessee Code Annotated, Title 62, Chapter 18, Part 1, is amended by adding the following as a new section:

(a) The registration requirements of this part do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this part, and the written agreement waives:

(1) The registration required by this part; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this part, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not registered under this part; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 14. Tennessee Code Annotated, Title 62, Chapter 18, Part 2, is amended by adding the following as a new section:

(a) The licensure requirements of this part do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this part, and the written agreement waives:

(1) The license required by this part; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this part, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this part; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 15. Tennessee Code Annotated, Title 62, Chapter 19, is amended by adding the following as a new section:

(a) The licensure requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The license required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 16. Tennessee Code Annotated, Title 62, Chapter 21, Part 1, is amended by adding the following as a new section:

(a) The licensure requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The license required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 17. Tennessee Code Annotated, Title 62, Chapter 25, is amended by adding the following as a new section:

(a) The licensure requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The license required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 18. Tennessee Code Annotated, Title 62, Chapter 26, Part 2, is amended by adding the following as a new section:

(a) The licensure requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The license required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 19. Tennessee Code Annotated, Title 62, Chapter 27, is amended by adding the following as a new section:

(a) The licensure requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The license required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 20. Tennessee Code Annotated, Title 62, Chapter 32, Part 1, is amended by adding the following as a new section:

(a) The certification and licensure requirements of this part do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this part, and the written agreement waives:

(1) The certification or license required by this part; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this part, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not certified or licensed under this part; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 21. Tennessee Code Annotated, Title 62, Chapter 32, Part 2, is amended by adding the following as a new section:



(a) The certification and licensure requirements of this part do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this part, and the written agreement waives:

(1) The certification or license required by this part; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this part, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not certified or licensed under this part; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 22. Tennessee Code Annotated, Title 62, Chapter 32, Part 3, is amended by adding the following as a new section:

(a) The certification and licensure requirements of this part do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this part, and the written agreement waives:

(1) The certification or license required by this part; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this part, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not certified or licensed under this part; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 23. Tennessee Code Annotated, Title 62, Chapter 35, is amended by adding the following as a new section:

(a) The licensure and registration requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The license or registration required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed or registered under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 24. Tennessee Code Annotated, Title 62, Chapter 36, is amended by adding the following as a new section:

(a) The licensure requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The license required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 25. Tennessee Code Annotated, Title 62, Chapter 38, Part 2, is amended by adding the following as a new section:

(a) The registration and certification requirements of this part do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this part, and the written agreement waives:

(1) The registration or certification required by this part; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this part, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not registered or certified under this part; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 26. Tennessee Code Annotated, Title 62, Chapter 38, Part 3, is amended by adding the following as a new section:

(a) The licensure and permit requirements of this part do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this part, and the written agreement waives:

(1) The license or permit required by this part; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this part, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed or permitted under this part; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 27. Tennessee Code Annotated, Title 62, Chapter 39, Part 1, is amended by adding the following as a new section:

(a) The licensure and certification requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The license or certification required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not licensed or certified under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 28. Tennessee Code Annotated, Title 62, Chapter 43, is amended by adding the following as a new section:

(a) The registration requirements of this chapter do not apply when a person, acting as a customer, enters into a written agreement with a person to perform work that is governed by this chapter, and the written agreement waives:

(1) The registration required by this chapter; and

(2) Any liability action the customer may acquire against the person performing work that is governed by this chapter, except for an action brought for intentional, willful, or malicious conduct.

(b) The written agreement must be entered into by both parties prior to any work commencing.

(c) The written agreement must acknowledge that:

(1) The customer is aware that the person is not registered under this chapter; and

(2) The customer releases the person performing the work from all liability that may arise from the person's performance of the work, except for an action brought for intentional, willful, or malicious conduct.

(d) A party not privy to the written agreement may bring an action against either party to the written agreement when the party is injured from the actions deriving from the written agreement.

SECTION 29. This act shall take effect July 1, 2020, the public welfare requiring it.